



General Assembly

## ***Substitute Bill No. 5***

*February Session, 2000*

### ***An Act Concerning Tenants' Security Deposits For Pets.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Subsection (d) of section 47a-21 of the general statutes is repealed  
2 and the following is substituted in lieu thereof:

3 (d) (1) Within the time specified in subdivisions (2) and (4) of this  
4 subsection, the person who is the landlord at the time a tenancy is  
5 terminated, other than a rent receiver, shall pay to the tenant or former  
6 tenant: (A) The amount of any security deposit that was deposited by  
7 the tenant with the person who was landlord at the time such security  
8 deposit was deposited less the value of any damages which any person  
9 who was a landlord of such premises at any time during the tenancy of  
10 such tenant has suffered as a result of such tenant's failure to comply  
11 with such tenant's obligations; and (B) any accrued interest due on  
12 such security deposit as required by subsection (i) of this section. If the  
13 landlord at the time of termination of a tenancy is a rent receiver, such  
14 rent receiver shall return security deposits in accordance with the  
15 provisions of subdivision (3) of this subsection.

16 (2) Upon termination of a tenancy, any tenant may notify [his] the  
17 landlord in writing of such tenant's forwarding address. Within thirty  
18 days after termination of a tenancy, each landlord other than a rent  
19 receiver shall deliver to the tenant or former tenant at such forwarding  
20 address either (A) the full amount of the security deposit paid by such

21 tenant plus accrued interest as provided in subsection (i) of this  
22 section, or (B) the balance of the security deposit paid by such tenant  
23 plus accrued interest as provided in subsection (i) of this section after  
24 deduction for any damages suffered by such landlord by reason of  
25 such tenant's failure to comply with such tenant's obligations, together  
26 with a written statement itemizing the nature and amount of such  
27 damages. Any such landlord who violates any provision of this  
28 subsection shall be liable for twice the amount or value of any security  
29 deposit paid by such tenant, except that, if the violation is the failure to  
30 deliver the accrued interest, such landlord shall only be liable for twice  
31 the amount of such accrued interest.

32 (3) (A) Any receiver who is authorized by the appointing court  
33 [appointing him receiver] to return security deposits and to inspect the  
34 premises of any tenant shall pay security deposits and interest in  
35 accordance with the provisions of subdivisions (1) and (2) of this  
36 subsection from the operating income of such receivership to the  
37 extent that any such payments exceed the amount in any escrow  
38 accounts for such tenants. (B) Any rent receiver shall present any claim  
39 by any tenant for return of a security deposit to the appointing court.  
40 [which authorized him to be a rent receiver.] Such court shall  
41 determine the validity of any such claim and shall direct such rent  
42 receiver to pay from the escrow account or from the operating income  
43 of such property the amount due such tenant as determined by such  
44 court.

45 (4) Any landlord who does not have written notice of [his] the  
46 tenant's or former tenant's forwarding address shall deliver any  
47 written statement and security deposit due to the tenant, as required  
48 by subdivision (2) of this subsection, within the time required by  
49 subdivision (2) of this subsection or within fifteen days after receiving  
50 written notice of such tenant's forwarding address, whichever is later.

51 (5) Any landlord who has required a security deposit, or an increase  
52 in the usual security deposit, because the tenant has a pet shall return

53 that security deposit or relevant portion thereof upon receipt from the  
54 tenant of a signed written statement that the tenant no longer has the  
55 pet and desires the return of the pet security deposit. The pet security  
56 deposit shall be returned upon termination of possession of the pet in  
57 the same manner and subject to the same requirements as the return of  
58 a standard security deposit upon termination of tenancy. For purposes  
59 of this subdivision, "pet" means a domesticated dog, cat or bird or an  
60 aquarium.

***Statement of Legislative Commissioners:***

Several changes were made throughout the bill to make it gender neutral and in subdivision (5) "pet possession" was changed to "possession of the pet" for clarity.

***AGE Committee Vote:*** Yea 13 Nay 0 JF C/R JUD

***JUD Committee Vote:*** Yea 38 Nay 0 JFS-LCO